

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/161

TITLE: North Coast Breast Screening Program Inc Enterprise Agreement 1997

I.R.C. NO: 97/3032

DATE APPROVED/COMMENCEMENT: 24 July 1997 and commenced 27 May 2000

TERM: Expires 27 May 2000

**NEW AGREEMENT OR
VARIATION:** New



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 52

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees of the company employed as employed as Business Manager, Screening Team Co-ordinator, Information Manager, Southern Mobiles Team Co-ordinator, Screening Team Assistant, Mammographers, Office Manager, Records Co-ordinator, Booking Clerks, Executive Assistants/Medical Typists, Data Assistant, receptionists-Mobile Vans, Clinical Assistant, Technical Assistant, Educators/Counsellors

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ENTERPRISE AGREEMENT

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Title

This agreement shall be known as the North Coast Breast Screening Program Inc. Enterprise Agreement, 1997.



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PART A - AGREEMENT FORMALITIES

1. Title

This agreement shall be known as the North Coast Breast Screening Program Inc. Enterprise Agreement, 1997.

2. Area, Incidence and Parties Bound

This agreement shall be binding upon the NORTH COAST BREAST SCREENING PROGRAM INC., located at 29 URALBA STREET, LISMORE, NSW, 2480, and the employees of NORTH COAST BREAST SCREENING PROGRAM INC.

3. Date and period of operation

This Agreement shall take effect from the date of the signing of the Agreement and shall remain in force for a period of three years. At the conclusion of the three year period, the Agreement shall continue in force thereafter until replaced by a further agreement.

4. Trades and Occupations Covered by Agreement

The Trades and Occupations covered by this Agreement are listed in Appendix 1 of Part B of this Agreement.

5. Definitions

Unless the context otherwise indicates or requires, the terms and expressions hereunder defined shall have their respective meanings assigned to them:

Employee means a person employed and remunerated by the Service in a capacity of either full-time, part-time or casual position.

Family members shall mean parents (including foster and step parents), legal guardians, sister (including half, foster and step-sister), brother (including half, foster and step-brother), spouse (including de-facto partner and same sex partner), child (including step, foster child), and parents of spouse.

Individual remuneration packages shall mean packages made up of a combination of cash and/or other non-cash benefits.

Permanent employees shall mean persons who have been employed, in the capacity of part-time or full-time, with the Service for a period of time greater than three (3) months and have received a letter in writing confirming this status.



Probationary employees shall mean persons employed with the Service for the first three months of employment on a part-time or full-time basis.

A *salary system* will set out salary bands and levels and classifications of all positions within the Service and detail the manner in which progression is possible through the levels.

Serious misconduct is considered misconduct of the kind such that it is considered unreasonable for the Service to continue the employment of the employee. Some things that may amount to serious misconduct include: stealing or fraud; drunkenness which endangers other people; continued wilful disobedience and refusal to obey lawful requests; violence against fellow employees or consumers; and, conduct which places other people in danger.

Service means the North Coast Breast Screening Program Inc. or employer or Director of Service.

Service Management Team are defined as staff currently employed in the positions of: Business Manager; Screening Team Coordinator; Southern Mobile Team Coordinator, Assessment Team Coordinator (Counsellor); Information Manager and Office Manager.

Significant effects include termination of employment, major changes in the composition, operation or size of the Service's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining and the restructuring of jobs.

Unsatisfactory performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards.

6. Aims of agreement

- (i) The parties agree that the objectives of this Agreement are to facilitate:
- (a) workplace productivity, including, the professional development of employees;
 - (b) the development and maintenance of the most productive and harmonious working relationship obtainable;
 - (c) the development of a complete and comprehensive workplace agreement replacing all existing awards and award minimum conditions currently being applied as guides to the Service.
 - (d) The parties have agreed to develop a culture of continuous improvement of consumer service.

(ii) It is the intention of the parties that during the period of this Agreement a joint review of the Service's operational requirements will be conducted. This will enable the implementation of employment conditions, pay arrangements and outcomes that will be more specific to the provision of breast screening operations.

(iii) The parties agree that during the life of this Agreement, the Service, with the support of relevant employees, may trial new working arrangements to facilitate and accommodate the planned review, as specified in sub-clause (ii).

(iv) It is recognised that an important factor in reaching the objectives is the development of a working environment where all parties are involved in the decision-making process. Both the Service and employees are committed to cooperating positively to implement work practices that meet the requirements of the Service within the framework of optimal flexibility.

7. Transition arrangements

Each position will be assessed and placed in the appropriate skill descriptor under clause 13, salary system from the date of operation of the Agreement. No employee covered by this Agreement will lose pay as a result of the implementation of this Agreement or as a result of the transfer to the new salary system. Employees who choose to negotiate individual remuneration packages will be guaranteed that the remuneration package is no less than the salary level they were on prior to the package being negotiated.

8. New employees

The parties agree that any employee who is engaged by the Service during the term of this Agreement shall become a party to the Agreement. The new employee shall, as from the date of becoming a party, be entitled to all benefits and be bound by all obligations, under this Agreement.

9. Agreement to be displayed

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties and a summary of the contents of this Agreement will be made available to all new employees of the Service.



10. Joint consultative committee

(i) The parties to the Agreement are committed to securing the aims of the Agreement through the establishment of consultation and participative processes. The Service shall establish, in consultation with employees, a joint consultative committee to provide a forum for consultation between the Service and employees to positively cooperate in the implementation of this Agreement.

(ii) The parties governed by this Agreement shall establish a consultative mechanism with representation of the Service and employees.

(iii) The size and structure of the joint consultative committee will be appropriate to the size of the Service and be agreed to by the Service and employees.

(iv) This committee shall be a forum for open discussion and shall meet at intervals decided by the committee.

(v) The functions of the committee shall include, but not be limited to:-

- a. Agreement implementation
- b. Training
- c. Staff performance and development system
- d. Review of work practices to increase flexibility
- e. Salary system
- f. Performance objectives and rewards
- g. Policy and procedures development and monitoring

11. Utilisation of skills

(i) The parties to the Agreement are committed to developing a learning organisation by improving skill levels and removing impediments to multiskilling and broadening the range of tasks that the employee may be required to perform.

(ii) The Service may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training. Employees shall perform such work as is reasonable and lawfully required of them by the Service including accepting instruction from authorised personnel to meet the needs of the Service.

(iii) In carrying out duties, employees shall ensure and take all necessary steps to ensure that the quality, accuracy and completion of any job or task are maintained to the satisfaction of the Service. Employees shall not impose any restriction or limitations on the review of work methods or the utilisation of skills under the terms and conditions of this Agreement.

12. Staff Performance and Development System

(i) The parties to this Agreement agree that all employees of the Service need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are viewed as essential to effective performance. The major aim of performance evaluation is to provide a means of recognising and rewarding high performance and to provide an early assessment and response to *unsatisfactory performance or conduct*.

(ii) A formal performance evaluation for all *permanent employees* will be undertaken at least at twelve monthly intervals throughout the operation of this Agreement. The format will be agreed to by the parties to this Agreement and will become Service policy. It will include:

- (a) specified objectives, key result areas and performance standards;
- (b) progress reviews;
- (c) a formal performance review which is followed by decisions and outcomes.

(iii) A formal performance evaluation shall be undertaken within three months of the commencement of employment with the Service for all *probationary employees*. Throughout the probationary period, probationary employees and their respective reviewers will meet to discuss work performance.

13. Salary System

RATES OF PAY

(i) The rates of pay will be based on the Skill Descriptors which have been developed for the Service as set out below:

| |
|---|
| <u>Skill Descriptors</u> |
| Mammographers |
| <u>Level 1</u> |
| WORK LEVEL DESCRIPTION |
| Mammographers at this level would have no experience in mammography and would perform a range of routine and general clinical procedures under close supervision and guidance for a |

minimum of three months. Theory and practical in-house training will be provided in line with the relevant Service Training Program.

SKILLS AND ATTRIBUTES

- Graduate qualification, or equivalent.
- Possess a practical understanding of radiation safety, occupational health and safety, infection control and sterile procedures.
- Ability to solve minor problems arising from equipment.
- Ability to communicate with consumers.
- Possess skills appropriate to the maintenance of a strong team in a clinical environment.
- Be aware of the relevant quality assurance protocols and procedures.
- Capacity to operate with direct instruction for routine procedures.
- Ability to undertake a limited range of administrative functions as required.

Level 2

WORK LEVEL DESCRIPTION

After the successful completion of the theory and practical in-house training program, mammographers at this level perform a range of general clinical procedures with limited supervision. They would also observe specialised procedures. Mammographers at this level are able to explain general clinical procedures to consumers, undertake appropriate limited maintenance of equipment and appropriate quality control testing. In addition, Mammographers at this level would have limited experience in mammography, at least 3 months, or at the equivalent competency level.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous level.
- Graduate qualification, or equivalent, and commencement of State Level 1 and Level

2 Training and an appropriate processor quality control course completion.

- Ability to solve a limited range of problems arising from equipment or technique failure.
- Ability to perform CPR.
- Ability to monitor quality assurance protocols and procedures with direction.
- Capacity to operate independently and to recognise when alternative assistance should be sought.
- Ability to undertake a range of administrative functions as required.

Level 3

WORK LEVEL DESCRIPTION

Mammographers at this level perform a range of general clinical procedures with limited supervision. They may also assist with specialised procedures. Mammographers at this level are able to explain general clinical procedures to consumers, undertake appropriate maintenance of equipment and appropriate quality control testing. They are also able to show initiative where modification of procedures is required and provide guidance to Level 1 employees. In addition, Mammographers at this level would have extensive experience in mammography, at least 18 months, or at the equivalent competency level.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous level.
- Graduate qualification, or equivalent, and completion of State Level 1 and Level 2 training, and an appropriate processor quality control course.
- Accreditation with the Australian Institute of Radiographers.
- Ability to monitor quality assurance protocols and procedures without direction.
- Capacity to operate independently.
- Ability to undertake a wider range of administrative functions as required.

Level 4

WORK LEVEL DESCRIPTION

Mammographers at this level perform a range of specific clinical procedures with minimal supervision. They would assist with specialised procedures. Mammographers at this level are able to explain general and specific clinical procedures to consumers, undertake appropriate maintenance of equipment and appropriate quality control testing, prepare and deliver presentations to employees and external persons and be able to work on specific approved projects. They are also able to show initiative where modification of procedures is required and provide guidance to Level 1 and Level 2 employees. In addition, Mammographers at this level would have extensive experience in mammography, at least 36 months. or at the equivalent competency level.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous levels.
- Demonstrate competency in a special field (such as training, clinical procedures).
- Ability to solve problems arising from equipment or technique failure and be able to advise Level 1 - 3 employees.
- Ability to respond to emergency situations appropriately.
- Possess communication skills to be able to empathise with consumers and advise of clinical procedures.
- Ability to prepare and deliver presentations to relevant groups.
- Possess skills appropriate to the maintenance of a strong team in a clinical environment and possess leadership skills in assisting the work of Level 1 and Level 2 employees.
- Ability to monitor quality assurance protocols and procedures and provide input into reviewing such protocols.
- Capacity to operate independently and to recognise when alternative assistance should be sought.

Level 5

WORK LEVEL DESCRIPTION

Mammographers at this level may manage and supervise a section of the Department (such as quality control and maintenance of equipment, establishing and monitoring protocols and procedures, mobile unit functions, training, staff management, preparing rosters, ordering and financial control). In addition, Mammographers at this level would also be able to perform complex clinical procedures and have extensive experience in Mammography.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous levels.
- Post graduate qualification, or equivalent, and demonstrate competency in a range of special fields (such as training, clinical procedures, staff management, computer skills).
- Ability to solve complex problems arising from equipment or technique failure.
- High level communication skills.
- Possess leadership skills appropriate to the clinical environment.
- Skills in managing staff performance and competence in staff selection and recruitment..
- Ability to manage conflicting demands.
- Ability to develop and monitor quality assurance protocols and procedures.
- Ability to monitor financial performance.
- Ability to undertake a wide range of administrative functions: such as, preparing rosters, organise equipment maintenance, order and monitor supplies.



Level 6

WORK LEVEL DESCRIPTION

Mammographers at this level would manage and supervise a Mammography Department. In addition, Mammographers at this level would also be able to perform complex clinical procedures and have extensive experience in Mammography.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous levels.
- Post graduate qualification, or equivalent, and demonstrate competency in management of a specialised and professional team of employees.
- Ability to solve complex problems arising from equipment or technique failure.
- High level communication skills.
- Possess management and leadership skills appropriate to the clinical environment.
- Ability to set work standards and outcomes.
- Skills in managing staff performance and assess training needs.
- Ability to manage conflicting demands.
- Ability to develop and monitor quality assurance protocols, policies and procedures.
- Ability to prepare and monitor budgetary performance.
- Ability to undertake a wide range of administrative functions.
- Ability to prepare and act on strategic and operational plans.
- Possess a broad knowledge of the breast screening program.



Administration

Level 1

WORK LEVEL DESCRIPTION

Employees at this level would work under close direction and undertake routine activities which require the practical application of basic skills and techniques. Duties at this level will be closely monitored with instruction and assistance being readily available. Freedom to act is limited by standards and procedures.

SKILLS AND ATTRIBUTES

- Basic knowledge of clerical/administrative practices and procedures relevant to work area (up to Level 2 - National Clerical-Administrative Competency Standards [Private Sector]).
- Ability to solve minor problems arising from immediate work area.
- Ability to communicate with consumers.
- General reception and telephonist duties.
- Possess skills appropriate to the maintenance of a strong team in an administrative environment.
- Time management skills.
- Basic computer skills.

Level 2

WORK LEVEL DESCRIPTION

Employees at this level would work under regular direction within clearly defined guidelines and undertake a range of clerical functions. General features at this level consist of performing functions which are clearly defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Employees at this level may be responsible for a minor function, including assisting in establishing procedures to meet the objectives of the function.



SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous level.
- Basic knowledge of clerical/administrative practices and procedures relevant to work area (Level 2/3 - National Clerical-Administrative Competency Standards [Private Sector]).
- Ability to operate a range of administrative equipment under general direction.
- Ability to undertake filing under general direction.
- Ability to undertake appointments and bookings under general supervision.
- Ability to respond to emergency situations appropriately.
- Possess communication skills to be able to empathise with consumers and advise of operational procedures under supervision.

Level 3

WORK LEVEL DESCRIPTION

Employees at this level would work under general direction in the application of procedures, methods and guidelines which are well established. Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures. Employees may be responsible for managing and planning their own work.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous levels.
- Sound knowledge of clerical/administrative practices and procedures relevant to work area (Level 3/4 - National Clerical-Administrative Competency Standards [Private Sector]).
- Ability to set work standards and outcomes.
- Sound knowledge of operational policies and procedures.
- Assist in developing work practices and procedures for functional area or areas.

- Ability to manage conflicting demands.
- Ability to operate a range of administrative equipment under limited direction.
- Ability to undertake filing under limited direction.
- Ability to undertake appointments and bookings under limited supervision.

Level 4

WORK LEVEL DESCRIPTION

Employees at this level would work under limited direction. Employees at this level would be expected to contribute knowledge in establishing and reviewing procedures in the appropriate work area. In addition, employees may be required to supervise various functions within a work area or activities of a complex nature. Positions may involve a range of work functions which may require the provision of specialist expertise and advice. Work at this level requires a sound knowledge of policies and work performed in a number of areas. Freedom to act is governed by clear objectives and guidelines.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous levels.
- Sound knowledge of clerical/administrative practices and procedures relevant to work area (Level 4 - National Clerical-Administrative Competency Standards [Private Sector]).
- Ability to control minor budget responsibilities.
- Ability to explain operational policies and procedures in a range of work areas.
- Ability to review work practices and procedures of work area.
- Assist in developing work practices and procedures for functional area or areas.
- Ability to operate a range of administrative equipment.
- Ability to undertake filing and explain procedures to other employees.
- Ability to undertake appointments and bookings and explain procedures to other employees.



Level 5

WORK LEVEL DESCRIPTION

Employees at this level would manage and supervise a section within a Department and operate under limited guidance. General features at this level require employee's involvement in establishing and monitoring operational procedures and the establishment of outcomes for the work area. Positions at this level will require responsibility for decision making in their particular work area and for the provision of sound advice. Employees will also be responsible for developing outcomes for the work area. The management of staff is may be a feature at this level on occasions.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous levels.
- Sound knowledge of clerical/administrative practices and procedures relevant to work area (Level 5/6 - National Clerical-Administrative Competency Standards [Private Sector]).
- Develop work practices and procedures for limited projects.
- Ability to solve difficult problems arising from procedure or equipment failure.
- Possess management and leadership skills appropriate to the work area.
- Ability to manage conflicting demands and assist in establishing objectives for work areas.
- Ability to train employees at lower levels.
- Ability to explain processes and procedures to employees from own work area and from other work areas under limited supervision.
- Ability to control limited budget responsibilities.
- Ability to undertake a wide range of administrative functions: such as, assisting in the preparation of rosters, organise equipment maintenance, order and monitor supplies.

Level 6

WORK LEVEL DESCRIPTION

Employees at this level would manage and supervise a section within a Department and operate under limited guidance. General features at this level require employee's involvement in establishing and monitoring operational procedures and the establishment of outcomes for the work area. Employees will also be responsible for providing advice on processes and procedures within the section to other sections of the organisation. The management of staff is normally a feature at this level.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous levels.
- Appropriate graduate qualification, or equivalent, and demonstrate competency in management of a specialised section or team of administration employees.
- Ability to set work standards and outcomes for entire work area or areas.
- Comprehensive knowledge of operational policies and procedures.
- Develop work practices and procedures for various projects.
- Ability to solve complex problems arising from procedure or equipment failure.
- Possess management and leadership skills appropriate to the administrative environment.
- Skills in managing staff performance and competence in staff selection and recruitment..
- Ability to manage conflicting demands and set objectives for work areas.
- Ability to train employees at lower levels.
- Ability to explain processes and procedures to employees from own work area and from other work areas.
- Ability to set and control limited budget responsibilities.

- Ability to undertake a wide range of administrative functions: such as, preparing rosters, organise equipment maintenance, order and monitor supplies.

Technical

Level 1

WORK LEVEL DESCRIPTION

Employees at this level would work under close direction and undertake routine activities which require the practical application of basic skills and techniques. Duties at this level will be closely monitored with instruction and assistance being readily available. Freedom to act is limited by standards and procedures.

SKILLS AND ATTRIBUTES

- Basic knowledge of darkroom techniques and basic chemistry for X-ray technology.
- Ability to operate mammviewers and hang films for reading by clinical professionals.
- Ability to solve minor problems arising from immediate work area.
- Possess skills appropriate to the maintenance of a strong team in a clinical environment.
- Time management skills.
- Basic quality control and filing skills.

Level 2

WORK LEVEL DESCRIPTION

Employees at this level would work under regular direction within clearly defined guidelines and undertake a range of technical functions. General features at this level consist of performing functions which are clearly defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Employees at this level may be responsible for a minor function, including assisting in establishing procedures to meet the objectives of the function.

SKILLS AND ATTRIBUTES

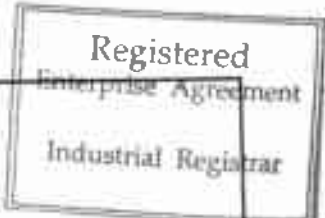
- Possess skills and attributes of previous level.
- Knowledge of darkroom techniques and basic chemistry for X-ray technology.
- Ability to operate associated equipment.
- Ability to respond to emergency situations appropriately and solve problems in immediate work area.
- Ability to process x-ray films under guidance and possess appropriate quality control expertise.
- Ability to monitor supplies and determine need for purchasing.

Level 3

Employees at this level would work under general direction in the application of procedures, methods and guidelines which are well established. Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures. Employees may be responsible for managing and planning their own work.

SKILLS AND ATTRIBUTES

- Possess skills and attributes of previous levels.
- Sound knowledge of X-ray equipment and processing of films.
- Ability to set work standards and outcomes and monitor quality control functions appropriate to this level.
- Sound knowledge of operational policies and procedures.
- Assist in developing work practices and procedures for functional area or areas.
- Ability to manage conflicting demands.



Educators/Counsellors

Level 1

WORK LEVEL DESCRIPTION

Positions at this level would have limited experience in providing support and counselling to women after surgery. Employees at this level would work under close direction and undertake activities which are monitored with instruction and assistance being readily available. Freedom to act is limited by standards and procedures.

SKILLS AND ATTRIBUTES

- High level communication skills to liaise with women, service providers, and local support services.
- Ability to undertake a range of administrative functions relating to the maintenance of appropriate documentation.
- Ability to assist women who exhibit anxiety after surgery.
- Possess skills appropriate to the maintenance of a strong team in the counselling environment.
- Time management skills.
- Possess a sound knowledge of the breast screening program.

Service Management Staff

Level 1

WORK LEVEL DESCRIPTION

Positions at this level are classified as "senior staff" and are accountable for the effective management of a significant section or small department within the Service. Employees are required to establish broad directions for the section or department and assist the Director in the provision of professional advice for the overall running of the Service.

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SKILLS AND ATTRIBUTES

- Graduate qualification, or equivalent, and demonstrate competency in management of a specialised section.
- Ability to solve problems arising from resource failure or difficulties within the section.
- High level communication skills.
- Possess leadership skills appropriate to the clinical environment.
- Skills in managing staff performance and assess training needs, where appropriate.
- Ability to manage conflicting demands.
- Ability to develop and monitor quality assurance protocols, policies and procedures.
- Ability to prepare and monitor budgetary performance for major section.
- Ability to undertake a wide range of administrative functions relating to the major section.
- Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve consumer service.
- Ability to prepare and act on strategic and operational plans.
- Possess a broad knowledge of the breast screening program and ability to represent the Service at external or State levels.

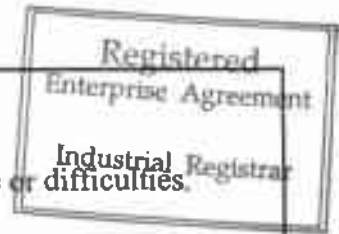
Level 2

WORK LEVEL DESCRIPTION

Positions at this level are classified as "senior staff" and are accountable for the effective management of a major section or small department within the Service. Employees are required to establish broad directions for the section or department and assist the Director in the provision of professional advice for the overall running of the Service.

SKILLS AND ATTRIBUTES

- Post graduate qualification, or equivalent, and demonstrate competency in management



- of a specialised section.
- Ability to solve high level problems arising from resource failure or difficulties.
- High level communication skills.
- Possess leadership skills appropriate to the clinical environment.
- Skills in managing staff performance and assess training needs.
- Ability to manage conflicting demands.
- Ability to develop and monitor quality assurance protocols, policies and procedures.
- Ability to prepare and monitor budgetary performance for major section.
- Ability to undertake a wide range of administrative functions relating to the major section.
- Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve consumer service.
- Ability to prepare and act on strategic and operational plans.
- Possess a broad knowledge of the breast screening program and ability to represent the Service at external or State levels.

Level 3

WORK LEVEL DESCRIPTION

Positions at this level are classified as “senior staff” and are accountable for the effective management of a department within the Service. Employees are required to establish broad directions for the department and assist the Director and Management Committee in the provision of professional advice for the overall running of the Service.

SKILLS AND ATTRIBUTES

- Post graduate qualification, or equivalent, and demonstrate competency in management of a specialised and professional team of employees.
- Ability to solve complex problems arising from resource failure or difficulties.

- High level communication skills.
- Possess leadership skills appropriate to the clinical environment.
- Skills in managing staff performance and assess training needs.
- Ability to manage conflicting demands.
- Ability to develop and monitor quality assurance protocols, policies and procedures.
- Ability to prepare and monitor budgetary performance.
- Ability to undertake a wide range of administrative functions.
- Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve consumer service.
- Ability to prepare and act on strategic and operational plans.
- Possess a broad knowledge of the breast screening program and ability to represent the Service at external or State levels.

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(ii) The rates of pay under the salary system are set out in Table 1 of Appendix 2 in Part B of this Agreement. These rates may vary from time to time throughout the term of this Agreement if agreed to by the parties.

(iii) Individual employees will be able to enter into negotiation with the Service in respect to *individual remuneration packages*, in line with Service policy. This will take the individual employees concerned out of the salary system identified in sub clause (ii) above..

(iv) Salaries are to be paid by Electronic Funds Transfer (EFT) on the Wednesday of each pay fortnight. Changes to this form of payment may be made to accommodate unusual situations or circumstances.

(v) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee from the list of institutions available to the Service.

(v) On each pay day an employee shall, in respect of the payment then due, be furnished with a statement, in writing, containing the following particulars, namely:

- name;



- the amount of ordinary wage;
- the total number of hours overtime worked and/or time off in lieu accrued, if any;
- the amount of overtime payment;
- the amount of any other moneys paid, and the purpose for which they are paid; and,
- the amounts of the deductions made from total earnings and the nature thereof.

SALARY PROGRESSION

(vi) Salary progression for all employees, including individuals who have negotiated individual remuneration packages, will be based on the following:

- The Service reaching screening targets; and,
- The Salary Review Process as set out in the Service policy on Salary Reviews.

(vii) Salary progression for the term of the Agreement is set out as follows:

SALARY PROGRESSION

| Pay Increase | Criteria - Staff Performance and Review Results | Other Criteria - Staff Performance and Review Results |
|---------------------|--|--|
| 3% | Above Competent on 5 Section 2 - Specific Key Result Areas AND Competent on 8 or 9 Section 1 - Generic/general Key Result Areas. | All other Key Result Areas must be at Competent or Not Yet Competent levels. |
| 2.5% | Above Competent on 4 Section 2 - Specific Key Result Areas AND Competent on 6 or 7 Section 1 - Generic/general Key Result Areas. | As above |
| 2% | Above Competent on 4 Section 2 - Specific Key Result Areas AND Competent on 5 Section 1 - Generic/general Key Result Areas. | As Above |
| 1.5% | Above Competent on 3 Section 2 - Specific Key Result Areas AND Competent on 5 Section 1 - Generic/general Key Result Areas. | As Above |
| 1% | Above Competent on 3 Section 2 - Specific Key Result Areas AND competent on 4 Section 1 - Generic/general Key Result Areas. | As Above |
| 0.5% | Above Competent on 2 Section 2 - Specific Key Result Areas AND Competent on 4 Section 1 - Generic/general Key Result Areas. | As Above |

ALLOWANCES

(viii) Allowances shall be paid to employees who are authorised or be entitled to such allowances. The Service is to give prior approval to the employee fulfilling such designated roles. The allowance rates are set out in Table 2 of Appendix 2 of Part B of this Agreement. These rates may vary from time to time throughout the term of this Agreement if agreed to by the parties.



14. Higher Duties

(i) An employee, when called upon by the Service to perform work of a classification paid on a higher scale for a period of time exceeding five (5) days, shall be paid according to the skills and knowledge possessed to undertake the higher duties at a proportion of the higher classification, depending upon the extent of the higher duties performed.

(ii) Sub-clause (i) shall not apply when an employee in a higher scale is absent from duty by reason of their allocated or rostered day off duty.

15. Work-related Expenses

(i) All Service-related expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the Service, where prior authorisation is obtained from the Service and appropriate production of receipts or documentation.

16. Performance objectives and rewards

(i) The parties to the Agreement acknowledge and agree that appropriate performance objectives should be established in order to measure the productivity of the Service. Such objectives should be focused on issues of quantity and quality for the Service.

(ii) Performance objectives and targets will be developed annually for the period July - June and inserted in Appendix 3 in Part B of this Agreement. An annual review of the Performance objectives and rewards will be undertaken to determine the extent to which the objectives have been achieved. The rewards for employees of the Service will be dependent upon the level of achievement of the performance objectives and are set out in Appendix 3.

(iii) Progress reports on the achievement or otherwise of the performance objectives will be produced for all employees at regular intervals throughout each twelve month period.

(iv) Workplace representatives will have the right to examine working documents and other Service documents which are used in the calculation of performance targets.

17. Ordinary hours

- (i) The ordinary hours for all employees shall be 38 hours per week. The ordinary hours for all employees shall be worked between Monday and Friday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.
- (ii) The Service shall be entitled to fix the start and finish times for each section of the Service and to alter them either by mutual consent or by giving employees one week's notice.
- (iii) A different arrangement of hours to that prescribed in sub-clause (i) may be agreed upon by the Service and the joint consultative committee and/or individual employees in order to meet the requirements of consumers, and the needs of the Service and employees.
- (iv) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work.

18. Travel

- (i) Travel by employees to work sites, other than the fixed site, will be by Service vehicle or a vehicle provided by or negotiated with the Service. Where an employee is required to report to an alternative place of work and has prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance is set out in Table 2 of Appendix 2 in Part B of this Agreement.
- (ii) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work, the employee shall travel to and from the alternative place of work in the Service's time for those periods in excess of time normally taken to and from the accustomed place of work, or alternative arrangements will be negotiated with the employee(s) concerned.
- (iii) If the excess of travelling time on a particular day is greater than the prescribed ordinary hours of duty for the particular category of employee for that day, then the excess of hours shall be paid at the ordinary rate of pay to the extent of the excess travelling time.

19. Overtime

- (i) All overtime must be approved by the Service.
- (ii) Except where otherwise provided, all time worked by direction of the Service before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of 1 and ½ times for the first two hours and double time thereafter.
- (iii) Employees required to work on Saturdays (midnight Friday to midnight Saturday) as part of their normal roster shall be paid at 1 and ½ times the ordinary rate of pay for all ordinary hours worked. Any overtime worked after 12 noon Saturday shall be at double time.

(iv) Employees required to work on Sundays (midnight Saturday to midnight Sunday) as part of their roster shall be paid at double-time for all hours worked.

(v) Employees required to work on Public Holidays as part of their normal roster shall be paid at double-time for all hours worked, unless clause 32 (iv) and/or (v) apply.

20. Time off in lieu of overtime

(i) All time off in lieu of overtime must be approved by the Service.

(ii) Accrued time in lieu of overtime is generally not to exceed 35 hours. If an employee has worked overtime and this will result in the accrued time in lieu exceeding 35 hours, then overtime at the rates as applicable under clause 19 Overtime will apply unless alternative arrangements are negotiated and agreed to by the Service and the individual employee(s).

(iii) The parties to this Agreement agree that any employee who works approved overtime may be compensated by way of time off in lieu of overtime at the same rates as apply under clause 19 Overtime, except for all those staff (with the exception of the Office Manager) currently referred to as *service management team staff* who receive the time off in lieu of overtime at ordinary rates of pay.

(iv) Records of all time off in lieu owing to and taken by employees shall be maintained by the Service.

(v) The parties recognise that the option of time off in lieu of overtime will not be possible in all settings and circumstances. Where it is not possible, overtime payment provisions as specified in clause 19 Overtime will apply.

(vi) The taking of time in lieu of overtime will be conditional on the mutual agreement of the employee and their respective supervisor. The time off in lieu of overtime is to be taken within three (3) months of the overtime being worked. If the time off in lieu of overtime is not taken within three (3) months period it is to be paid to the employee at the appropriate rate, as per sub-clause (ii), at the time the overtime was worked and at the wage rate applying at the time payment is made, unless alternative arrangements are negotiated and agreed to by the Service and the employee(s) concerned..

21. Rest periods

In every period of ordinary daily hours two rest periods of 10 minutes or one period of 20 minutes shall be allowed at a time to be mutually arranged so that there is no complete cessation of work, if possible. All rest periods shall be paid. Tea, coffee, milk and sugar shall be supplied for consumption on the premises during these breaks for a small charge. As a guideline, a paid break should be allowed every two and a half hours in prolonged overtime situations.

22. Part-time employment

(i) A part-time employee shall mean an employee who is engaged on the basis of a regular



number of hours which are less than the full-time ordinary hours in accordance with clause 19, Ordinary hours of this Agreement.

(ii) Prior to commencing part-time work the Service and the employee must agree:

- (a) that the employee may work part-time; and
- (b) upon the hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work; and
- (c) upon the nature of the work to be performed.

(iii) The agreement as set out in sub-clause (ii) may also stipulate the period of part-time employment. A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. In such cases overtime shall only be paid where the employee works outside the spread of hours in clause 17, Ordinary hours of this Agreement.

(iv) The terms of the agreement as set out in sub-clause (ii) may be varied by consent.

(v) Part-time employees shall receive all the conditions prescribed by the Agreement on a pro-rata basis of the regular hours worked.

(vi) Where a public holiday falls on the day which a part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day.

23. Casual employees

(i) A casual employee shall mean an employee engaged on an irregular basis as determined by the needs of the Service.

(ii) A casual employee shall be paid the ordinary rate plus a fifteen percent (15%) loading for all hours worked. The loading shall be paid in lieu of all leave prescribed by the Agreement. The compulsory superannuation entitlements will be paid by the Service in line with clause 34, Occupational superannuation of this Agreement.

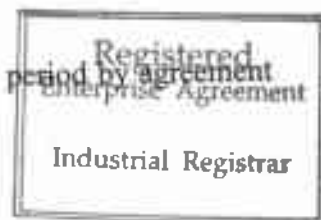
24. Annual leave

(i) Annual leave entitlement shall be in accordance with annual leave provisions under the Annual Holidays Act 1944 and subsequent amendments to that Act. Consistent with the provisions of the Act, annual leave will be scheduled in normal circumstances, one month prior to taking. Changes to this due to unusual situations or circumstances will be allowed on approval from the Service.

(ii) The Service shall direct an employee to take annual leave by giving at least one month's notification in the following circumstances:

- (a) where the employee has accumulated six weeks annual leave;

- (b) a period of annual close-down of up to 2 weeks, or other period between the parties.



Provided that:

1. In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close down as set out in sub-clause (ii) (b), the employee may be directed to take leave without pay, or by agreement with the Service may take annual leave in advance of the entitlement

2. In the event that leave without pay is directed to be taken, such leave shall be regarded as service employment for the purpose of the accrual of long service leave, sick leave and annual leave.

(iii) Before an employee is given and takes their annual holiday, or where, by agreement between the Service and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the Service shall pay the employee a leave loading. The loading is the amount payable at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed immediately before commencing their annual holiday .

(iv) Employees may, after approval from the Service convert the leave loading component, referred to in sub-clause (iii), to additional leave to the value of the leave loading component.

25. Long service leave

(i) Entitlement to long service leave shall be in accordance with the Long Service Leave Act, 1955 and subsequent amendments to that Act. Long service leave accumulated by the employee with the Service prior to this Agreement will be entitled to carry forward the leave entitlements.

(ii) Each employee shall be entitled to two (2) months long service leave on full pay or four months long service leave on half pay after ten (10) years of employment with the Service; thereafter additional long service shall accrue on the basis of five (5) months long service leave on full pay or ten (10) months on half pay for each ten (10) years of employment with the Service.

(iii) An employee who leaves employment with the Service and has completed at least five years but less than ten years employment with the Service shall receive the monetary equivalent of a proportionate amount on the basis of two (2) months' long service leave for ten (10) years employment with the Service.

(iv) Long service leave shall be taken at a time mutually convenient to the Service and employee.

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26. Family/Sick leave

(i) Employees, except those covered by clause 23 casual employees, who have completed three (3) months continuous employment with the Service shall be entitled to 10 days paid family/sick leave for each year of service at the ordinary rate of pay.

(ii) Employees shall take all reasonably practicable steps to inform the Service by 9.00am of their inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable the estimated duration of absence shall be given within twenty-four (24) hours of the commencement of such absence.

(iii) In the case of family leave, an employee is entitled to leave for the purpose of providing care and support for *family members*, subject to the Service shall be satisfied that the sickness is such that it justifies the time off.

(iv) In the case of illness extending beyond 2 consecutive days the Service may require documentary evidence.

(v) Family/sick leave shall accumulate from year to year so that the balance of leave not taken in any one year may be taken in a subsequent year or years.

For the purposes of this clause, *family* is defined in clause 5.

27. Bereavement leave

Where an employee is absent from duty because of a death in the *family*, as defined in clause 5 Definitions, and provides satisfactory evidence to the Service of such, the employee shall be granted two days leave with pay at ordinary rate of pay upon application.

28. Jury service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Service an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage that would have been received in respect of the ordinary time normally worked had they not been on jury service. An employee shall notify the Service as soon as possible of the date upon which to attend for jury service. Further, the employee shall give the Service proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

29. Parental leave

(i) Employees of the Service who have worked at least 40 weeks prior to the commencement of leave, in the capacity of full-time or part-time, shall be eligible for twelve months' parental leave.

(ii) Female employees may finish work up to nine (9) weeks before the due date of the birth and

be eligible for pay for that period at normal wage rates. Normal leave entitlements accrue for the nine weeks.

(iii) Employees returning to employment after taking parental leave shall inform the Service at least one month prior to the re-commencement date.

(iv) Employees returning to employment after taking parental leave may, with the agreement of the Service, be employed for hours of work less than those worked prior to the parental leave for the first twelve months of re-commencement of employment.

(v) Other conditions will be in line with the decision of the Full Bench of the Industrial Relations Commission delivered on 26 July 1990 (Print J3596) and inserted by the Federal Industrial Relations Reform Act 1993.

30. Leave without pay

Unless otherwise specified, periods of leave without pay, shall be taken at a time mutually convenient to the Service and the employee.

31. Discretionary leave

In circumstances not specified in this Agreement, an employee shall be entitled to request leave from the Service Director. Such leave could be with or without pay depending on the circumstances.

32. Public holidays

(i) The days which are observed as public holidays under this agreement are any days proclaimed or gazetted as a public holiday throughout New South Wales by the New South Wales Government and all locally proclaimed holidays as determined by the parties to this Agreement.

(ii) It is the practice of the Service not to require work to be performed on any day as set out in sub-clause (i), notwithstanding this, the Service shall have the right to direct employees to work on a public holiday, if needed, to meet the requirements of the Service.

(iii) Except in the case of locally proclaimed holidays, an employee who performs work on a public holiday shall be entitled to overtime or time off in lieu of overtime at the rate of double time for all hours worked.

(iv) An employee who performs work on a locally proclaimed holiday shall be entitled to overtime or time off in lieu of overtime at the rate of 1 and ½ times for all hours worked.

(v) With respect to subclause (i), no public holiday shall be paid to an employee on the day(s) which are not their normal working days.



33. Probation

(i) All employees of the Service shall be employed as *probationary employees for the first three (3) months of employment with the Service.*

(ii) Once a performance review is completed, as set out in clause 12 (iv) Staff Performance and Development System, the Service shall advise the employee of the outcome of the review.

(a) If the review is considered satisfactory, the Service will provide a written response to the employee advising that the employee is now a *permanent employee* of the Service.

(b) If the review is considered unsatisfactory, the Service will provide a written response to the employee advising the employee of the reasons for the outcomes of the review. The Service may advise the employee a further period of probation will occur or may apply the provisions of clause 38 Termination of employment.

34. Occupational superannuation

The Service shall comply with the provisions of the Occupational Superannuation Standards Act 1987 and relevant amendments. The Service shall contribute the relevant percentage contributions in line with the legislative minimum rates applicable at the time to an approved superannuation fund. The choice of superannuation funds shall be agreed to by the parties to this Agreement.

35. Protective clothing and equipment

Where necessary, the Service shall provide free of charge, safety equipment and protective clothing appropriate to the employee's duties. Such protective clothing and equipment shall be properly maintained by the Service and the employees, where appropriate. All protective clothing and equipment issued in accordance with this clause shall remain the property of the Service and shall be returned to the Service on demand and in event of termination of employment. The Service shall provide all employees with replacement items as necessary upon damage or being worn out and return of the worn out article to the nominated officer.

36. Training and Learning

(i) The parties to the Agreement recognise that increasing the efficiency and productivity of the Service requires a commitment to learning through education, training and skill maintenance, development and enhancement. All employees shall have reasonable and equitable access to training and learning opportunities, within the limits of the Service's resources and in line with Service policy.

Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate education and training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired in accordance with the Service's training plans.

(ii) The Service will develop a training plan each year for the period of this Agreement. The training plan shall be based on and be consistent with:-

- current and future skill requirements of the Service;
- size, structure and nature of the operations of the Service;
- designed in consultation with the joint consultative committee;
- shall, where appropriate, provide for training that is consistent with industry and/or nationally determined competency-based standards; and
- shall provide for the assessment and recognition of employees' current competencies where possible.

(iii) The Service will pay all costs associated with training where it is approved under the training plan whether it is formal, internal, external, or on the job. Time off without loss of pay will be provided. If training extends beyond the normal hours of work the employee shall be entitled to overtime, as set out in clause 19, Overtime, or, time off in lieu of overtime, as set out in clause 20, Time off in lieu of overtime.

(iv) For training identified by the employee where only partial relevance to the Service is determined, the Service may pay all or part of the costs associated with the training. If the training extends beyond the normal hours of work, hours attending or worked outside the normal ordinary hours will not be paid.

37. Disciplinary procedure

The following procedure shall be adhered to by the Service and the employees.

(i) Where an employee's work performance or conduct is considered to be unsatisfactory, the employee shall be informed in the first instance of the nature of the *unsatisfactory performance or conduct* and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer or nominee of the Service.

A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

(ii) Where there is a re-occurrence of the unsatisfactory performance or conduct, the employee shall be warned formally in writing by the appropriate officer and counselled.

Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

(iii) If the employee's unsatisfactory performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately. The final written warning shall state clearly that if the employee's performance or conduct does not improve, or if there is a further incidence of the unacceptable performance or conduct, the employee will be dismissed.

(iv) After the final warning, if the employee's performance or conduct does not improve to an acceptable level, or there is a repeated occurrence of the unacceptable performance or conduct, then subject to careful investigation of all factors, and after the employee has had the opportunity to present arguments on behalf of themselves, the employee may be dismissed. Details of the dismissal, including the reasons for the dismissal and the employee's response should be noted and signed by all parties (if possible).

(v) Nothing in the procedure shall limit the right of the Service to summarily dismiss an employee for *serious misconduct*.

The following requirements will be met prior to termination on the grounds of serious misconduct:

- (a) Incidents of alleged serious misconduct which, if proven, could result in instant termination will be investigated as soon as practicable.
- (b) The Service will undertake a full investigation of all circumstances surrounding the alleged misconduct.
- (c) Should the investigation appear to substantiate the allegations, the employee shall be given clear details of the allegations and be given the opportunity to explain their actions.
- (d) If serious misconduct is substantiated and justifies termination, the termination shall be communicated to the employee in writing at the time of termination. Termination for serious misconduct does not require notice or compensation instead of notice as set out in clause 38, Termination of employment.

(vi) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired.



38. Termination of employment

(i) In the case of permanent employees, the following provisions apply:

(a) Notice to terminate or pay in lieu thereof for employees under 45 years of age shall be given as follows:

| LENGTH OF SERVICE | PERIOD OF NOTICE |
|--------------------|------------------|
| Less than one year | 1 week |
| 1 - 3 years | 2 weeks |
| 3 - 5 years | 3 weeks |
| More than 5 years | 4 weeks |

(b) Where an employee is over 45 years of age and has completed 2 years of service or more, the period of notice will be as above with the addition of one week for each circumstance.

(ii) An employee shall give to the Service notice of their intention to terminate their employment in accordance with sub-clause (i). If no such notice is provided, the Service shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.

(iii) In special circumstances, the Service and the employee may agree to a shorter period of notice.

(iv) Any employee who is guilty of *serious misconduct*, as defined in clause 5 Definitions, may be dismissed at any time without notice or payment of salaries in lieu of notice.

39. Abandonment of employment

Where an employee is absent from work for a continuous period exceeding 3 days without consent of or notification to the Service shall be deemed evidence of abandonment of employment. A further 14 day period of absence without satisfying the Service there is a reasonable cause shall result in the employee being deemed to have abandoned their employment with the Service. In this case the provisions of clause 38, Termination of employment will not apply and all amounts owing to the employee will be paid.

40. Redundancy

(i) The Service shall discuss with the employee(s) affected by the introduction of major changes in its operations, organisation structure or technology that are likely to have *significant effects* on employees and discuss the effects the changes are likely to have on the employee(s) and shall give prompt



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| 3 - 5 years | 3 weeks |
| More than 5 years | 4 weeks |

(b) Where an employee is over 45 years of age and has completed 2 years of service or more, the period of notice will be as above with the addition of one week for each circumstance.

(ii) An employee shall give to the Service notice of their intention to terminate their employment in accordance with sub-clause (i). If no such notice is provided, the Service shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.

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40. Redundancy

(i) The Service shall discuss with the employee(s) affected by the introduction of major changes in its operations, organisation structure or technology that are likely to have *significant effects* on employees and discuss the effects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on employee(s) and shall give prompt



consideration to matters raised by the employee(s) in relation to the changes.

(ii) For the purposes of the discussion, the Service shall provide to the employee(s) concerned all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

(iii) Notice to CES

Where a decision has been made to terminate 15 or more employees, the Service shall notify the Commonwealth Employment Service as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(iv) Notice of termination

(a) The notice to terminate employees under 45 years of age due to redundancy will be as follows:

| EMPLOYEES PERIOD OF CONTINUOUS SERVICE | PERIOD OF NOTICE |
|---|-------------------------|
| Not more than 1 year | at least one week |
| 1 - 3 years | at least two weeks |
| 3 - 5 years | at least three weeks |
| More than 5 years | at least four weeks |

(b) Where an employee is over 45 years of age and has completed 2 years of service or more, the period of notice will be as above with the addition of one week for each circumstance.

(v) Severance pay

(a) This sub-clause shall apply where an employee is terminated due to redundancy. The Service shall be exempt from the operation of this sub-clause where the employee concerned has been offered, but has refused to accept, an alternative position within the Service's organisation structure, being a position which has remuneration no less than the position previously held by the employee.

(b) In addition to any required period of notice, and subject to sub-clause (iv) of the employee shall be entitled to the following:



IF EMPLOYEE IS LESS THAN 45 YEARS OF AGE

| COMPLETED YEARS OF SERVICE WITH THE "SERVICE" | ENTITLEMENT |
|---|--------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks pay |
| 2 years and less than 3 years | 7 weeks pay |
| 3 years and less than 4 years | 10 weeks pay |
| 4 years and less than 5 years | 12 weeks pay |
| 5 years and less than 6 years | 14 weeks pay |
| 6 years and less than 7 years | 16 weeks pay |

IF EMPLOYEE IS 45 YEARS OF AGE AND OVER

| COMPLETED YEARS OF SERVICE WITH THE "SERVICE" | ENTITLEMENT |
|---|----------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 5 weeks pay |
| 2 years and less than 3 years | 8.75 weeks pay |
| 3 years and less than 4 years | 12.5 weeks pay |
| 4 years and less than 5 years | 15 weeks pay |
| 5 years and less than 6 years | 17.5 weeks pay |
| 6 years and less than 7 years | 20 weeks pay |

(vi) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they has remained in the Service's employment until the expiry of the notice period.

(vii) During the period of notice of termination given by the Service, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

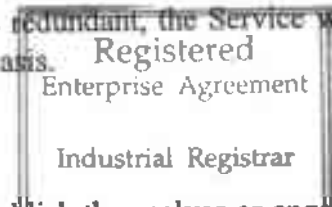
(viii) If the employee agrees to be redeployed by the Service into a lower paid position, the employee's existing wage and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Agreement. Provided that should the employee resign during the period of wage maintenance,

as provided for by this sub-clause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of wage maintenance shall be paid on termination.

(ix) The Service shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.

(x) The Service shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

(xi) In the event that the Service determines that a position is redundant, the Service where practicable, shall firstly offer such redundancy on a voluntary basis.



41. Other employment and conflicts of interest

Employees shall not, within the term of their employment, ~~establish themselves or engage in~~ private business or undertake other employment in direct competition with the Service using knowledge or materials gained in their employment with the Service. However, employees may undertake other employment so long as such employment is in their own time and does not conflict with their employment with the Service.

42. Confidentiality

(i) All employees are required to keep information about the business of the Service confidential.

(ii) All employees are to sign a "confidentiality" agreement on commencement of employment with the Service, and, every six months thereafter.

(iii) Disclosure may only be made with the express consent of the Service.

43. Grievance and dispute settlement procedure

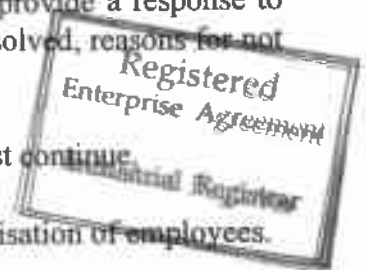
(i) The following procedures are designed to assist in the prompt and effective resolution of employment-related grievances with the resolution of grievances and disputes by consultation without confrontation or interruption of work. The employee and the Service shall make themselves available for consultation.

(ii) The earliest possible advice shall be given on any issue or problem that may give rise to a grievance or dispute. Resolution of grievances shall generally commence with discussions between the Service and the employee. Throughout all discussions sensible time limits shall be allowed. At any stage of the procedures, the parties may jointly or individually seek the assistance of the Industrial Relations Commission, which shall endeavour to resolve the issue between the parties by conciliation or arbitration. Without prejudice to either party, and except where a bona fide safety issue is involved, work shall continue while matters are negotiated in

good faith.

(iii) Procedure in relation to a grievance of an individual employee:

- (a) The employee is required to notify (in writing or otherwise) the Service as to the substance of the grievance, request a meeting with the Service for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of this discussion, the Service must provide a response to the employee's grievance. If the matter has not been resolved, reasons for not implementing any proposed remedy should be provided.
- (e) While the procedure is being followed, normal work must continue.
- (f) The employee may be represented by an industrial organisation of employees.



(iv) Procedure for a dispute between the Service and the employees:

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time levels must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The Service may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of this procedure.
- (v) Grievances involving allegations of serious breaches of discipline or having serious industrial and/or policy implications should be referred to the Director of the Service.

44. Health and safety

(i) Parties to this Agreement are committed to the safe operation of all machinery and equipment on site, to safe working practices and to the good health of all employees. To facilitate this it is provided that:

- (a) It is the Service's obligation to provide a safe and healthy workplace. The Service will ensure there is an Occupational Health and Safety officer appointed from amongst employees who will be trained and responsible for



coordinating health and safety issues of the Service.

- (b) Employees will be provided with training in the performance of tasks, consistent with the requirements of the Occupational Health and Safety Act 1987 and subsequent amendments.
 - (c) Issued safety equipment and clothing must be worn.
- (ii) It is strictly against the rules of this workplace to interfere with, or make inoperative, any safety equipment or guards.
- (iii) All work-related injuries must be reported to the appropriate supervisor/manager and noted by the same. Failure to report accidents may jeopardise payment of accident compensation should this subsequently be claimed.
- (iv) Any damage to machinery or equipment should be reported to the appropriate supervisor/manager as soon as possible.
- (v) Unauthorised or irresponsible use of fire protection or safety equipment may lead to dismissal.

45. General conditions

(i) Access to and from site:

Any employee leaving the premises on other than Service business must notify their immediate supervisor upon departure and return.

(ii) Pre-Employment Medical Examinations and Regular Medical Examinations:

Pre-employment medical examinations will be determined for certain occupational work as negotiated and agreed to by the parties to this Agreement in line with guidelines from the NSW Anti Discrimination Board. The medical tests will relate specifically to the particular duties and responsibilities of the job and will assess current ability and not attempt to predict any future deterioration. Regular medical testing of employees may be undertaken to ensure they continue to meet the legitimate physical requirements of the job and are not at risk of injury.

(iii) Equal Employment Opportunity

The parties have agreed to incorporate equal employment opportunity principles into the day-to-day functioning of all Service-related activities.

(iv) Anti-discrimination

The parties have agreed to abide by the principles and practices of anti-discrimination in all day-to-day functions of the Service.

46. Issues Resolution

The parties agree that any dispute as to the interpretation or application of this Agreement must be resolved by negotiation between the parties and follow the disputes procedure as set out in clause 43, Grievance and dispute settling procedure.





PART B - APPENDICES AND ATTACHMENTS

Appendix 1. Trades & Occupations covered by the Agreement (Clause 4)

| TRADES & OCCUPATIONS | NATURE OF WORK PERFORMED |
|-------------------------------------|---|
| Business Manager | Financial management, Administration management and Human Resources management |
| Screening Team Coordinator | Management of mammography functions at fixed site and on Northern Mobile Unit. |
| Information Manager | Management of computer system, data information, and computer network |
| Southern Mobiles Team Coordinator | Management of mammography functions on Southern Mobile Unit |
| Assessment Team Coordinator | Managing the assessment clinics for customers at Southern Mobile Unit and Fixed site, and counselling and education advice to customers |
| Screening Team Assistant | Clerical and administrative assistance to Screening Team and Southern Mobile Team. |
| Mammographers | Undertake X-ray screening of customers at fixed site and on the mobile screening sites |
| Office Manager | Administrative position, supervising booking clerks/receptionists, and undertaking bookings functions and clerical duties |
| Records Coordinator | Records and filing coordination and assessment clerical duties |
| Booking Clerks | Taking telephone bookings, reception duties, data entry, and clerical duties |
| Executive Assistant/ Medical Typist | Taking telephone bookings, reception duties, minute taking, word processing and clerical duties |
| Data Assistant | Data entry and clerical duties |
| Receptionists - Mobile Vans | Reception duties and clerical duties on mobile screening vans |
| Clinical Assistant | Hanging X-ray films, arranging supplies of chemicals, and processing of films |

| TRADES & OCCUPATIONS | NATURE OF WORK PERFORMED |
|-------------------------------------|---|
| Technical Assistant | Hanging X-ray films and processing of films |
| Educators/Counsellors | Counselling of customers |

Registered
Enterprise Agreement
Industrial Registrar

Appendix 2. Salary System Clause 13

Applicable from the first pay period commencing after the Agreement is registered and back dated to 1 July 1997.

Table One - Rates of Pay (Clause 13)

The minimum rates of pay are as follows:

Salary Scales

| Classification under Enterprise Agreement | Amount per Week (\$) (based on 5 day-week - 38 hours per week) |
|--|---|
| Mammographer - Level 1 | 638.88 |
| Mammographer - Level 2 | 732.60 |
| Mammographer - Level 3 | 785.51 |
| Mammographer - Level 4 | 800.00 |
| Mammographer - Level 5 | 853.93 |
| Mammographer - Level 6 | 935.99 |
| | |
| Administration - Level 1 | 440.00 |
| Administration - Level 2 | 480.00 |
| Administration - Level 3 | 516.56 |
| Administration - Level 4 | 556.60 |
| Administration - Level 5 | 580.00 |
| Administration - Level 6 | 604.01 |
| | |
| Technical - Level 1 | 410.00 |
| Technical - Level 2 | 440.00 |
| Technical - Level 3 | 470.00 |



| Classification under Enterprise Agreement | Amount per Week (\$) (based on 5 day-week - 38 hours per week) |
|--|---|
| Educator/Counsellor - Level 1 | 537.29 |
| | |
| Service Management Staff - Level 1 | 788.46 |
| Service Management Staff - Level 2 | 826.92 |
| Service Management Staff - Level 3 | 865.39 |





Table Two - Allowances (Clause 13)

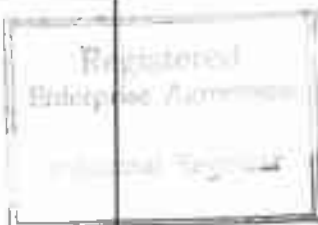
The following allowances and rates are applicable

| Allowance Type | Allowance Rate |
|---|-----------------------|
| Overnight Allowance | \$105 per night |
| Travelling by Private Vehicle | \$0.45 per kilometre |
| Meals - Breakfast | \$8.60 |
| Meals - Lunch | \$11.15 |
| Meals -Dinner | \$20.25 |
| Buildings & Grounds Supervision | \$700.00 p.a. |
| Occupational Health & Safety/Fire Officer | \$1000.00 p.a. |
| Hospitality Officer | \$350.00 p.a. |

Annex 3 - Performance Objectives and Rewards 1997-98

| Performance Area | Measures - Definitions/Descriptions | Base | Target | Measured By: | Results/Comments |
|--------------------------------|---|---|---|--|------------------|
| Consumer Satisfaction | <ol style="list-style-type: none"> Development and implementation of a consumer complaints system. Collation of results of 1996/97 questionnaire returns and action plan developed 1997/98 Questionnaire distributed to consumers (timing). Results collated (timing). Action Plan developed for follow-up (timing). Consumer satisfaction measures developed for 1998/99 | <ol style="list-style-type: none"> NA NA NA NA NA NA | <ol style="list-style-type: none"> 1. Aug. 1997 2. Aug./Sept. 1997 3. Feb. 1998 4. Mar 1998 5. Mar./Apr. 1998 6. May 1998 | <ol style="list-style-type: none"> Development of Action Plan and Report to Director Report to Director Actual distribution Report to Director Report to Director Report to Director | |
| Quality standards and outcomes | <ol style="list-style-type: none"> Quality Assurance Requirements (as per National Accreditation Requirements). QA Meetings (timing). QA Action Plans (timing). Development of Quality Improvement Plan | <ol style="list-style-type: none"> See Accred. Reports Quarterly NA NA | <ol style="list-style-type: none"> Meet all requirements, within operating constraints Quarterly Quarterly Dec. 1997 | <ol style="list-style-type: none"> Measures as per Accred. Requirements No. of meetings held Production of Plans Report to Director | |
| Screening Numbers | <ol style="list-style-type: none"> Target as agreed between Service and BCI Targets as to % of particular age groups - see National Accreditation Requirements. | <ol style="list-style-type: none"> 19850 (approx 1996/97) See Accred. Reports | <ol style="list-style-type: none"> As per provided by BCI Meet target as per requirements, within operating constraints - reported annually | <ol style="list-style-type: none"> Actual screening nos. From data base Report from results | |
| Financial Performance | <ol style="list-style-type: none"> Overall Financial Position at end of year Action Plan - Identification of cost savings/income improvement areas (timing). | <ol style="list-style-type: none"> NA NA | <ol style="list-style-type: none"> Dependent upon achievement of screening targets. At least a surplus prior to depreciation. On-going/Regular reporting to stakeholders (monthly) Mechanisms in place for cost saving identification. Financial management training for staff with expenditure responsibilities. | <ol style="list-style-type: none"> Actual operating result - audited report No. of reports submitted Mechanisms clearly established Training conducted | |
| Staff Satisfaction | <ol style="list-style-type: none"> Questionnaire distributed to staff (timing). Questionnaire response rate Results collated (timing). Action Plan developed for follow-up (timing) | <ol style="list-style-type: none"> NA 82% Within 2 months Within 4 months | <ol style="list-style-type: none"> Nov. 1997 100% Jan. 1998 Mar. 1998 | <ol style="list-style-type: none"> Questionnaire Distributed Actual Response Rate Results Tabled Production of Plan | |

NA - Not Applicable or available at this stage.



Appendix 3 continued: Performance Objectives and Rewards - Distribution of Rewards

The overall Service-wide reward system to be determined by the achievement or otherwise of the items covered within the above. The key performance area is the achievement of screening numbers or screening targets. Details of the rewards to be as follows:

| Achievement of Performance Areas | Reward to staff (*) |
|---|------------------------------|
| Screening Numbers | 1 Day off or Equivalent Pay |
| 2% above Screening Numbers Target + At least one other Performance Area | 2 Days off or Equivalent Pay |
| 5% above Screening Numbers Target + At least two other Performance Areas | 3 Days off or Equivalent Pay |
| 10% above Screening Numbers Target + At least two other Performance Areas | 4 Days off or Equivalent Pay |
| 20% above Screening Numbers Target + At least three other Performance Areas | 5 Days off or Equivalent Pay |
| 20% above Screening Numbers Target + All other Performance Areas | 6 Days off or Equivalent Pay |

(*) - This distribution of rewards is set out for full-time employees of the Service who have been employed for the full year. The distribution to part-time employees will be on a pro-rata basis, based on extent of equivalent full-time. The distribution to employees who have been employed for less than the full year will be on the proportion of the year that they have been employed, eg. A full-time employee who has been employed for six months will receive half (1/2) of the reward; A part-time employee who has worked 3 days a week for six months will receive 3/10ths of the reward.

For employees who choose the "equivalent pay" option, the amount will be a one-off bonus payment.



PART C - DECLARATION AND SIGNATORIES

47. Declaration

This enterprise agreement has been negotiated through extensive consultation between management and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document. The parties declare that this Agreement:

- (a) Is not contrary to public interest;
- (b) Is not unfair, harsh or unconscionable;
- (c) Does not breach relevant statutory requirements, including the requirements of Chapter 2, Part 2 (Enterprise Agreement) of the Act and the Anti-Discrimination Act 1977.
- (d) Was at no stage entered into under duress, and;
- (e) Reflects the interests and desires of the parties.



48. No extra claims commitment

Employees undertake that for the life of this Agreement, there shall be no further wage rises sought, or granted, except for those granted under the terms of this Agreement.

49. Future negotiations

The parties agree to commence negotiations on a new agreement no later than twenty four (24) months after this Agreement's registration.

50. Signatories to the North Coast Breast Screening Program Inc. Enterprise Agreement

This Agreement is made at 29 Uralba Street Lismore New South Wales.

**SIGNED FOR AND ON BEHALF OF
NORTH COAST BREAST SCREENING PROGRAM INC.**

President of the North Coast Breast Screening Program Inc. Management Committee

Signature: *[Handwritten Signature]*

Name: SANDRA SPEEDY

Occupation: ACADEMIC

Witness: *[Handwritten Signature]*

Date: 27/5/97

Member of the North Coast Breast Screening Program Inc. Management Committee

Signature: *M. Marshall*
 Name: MALCOLM MARSHALL
 Occupation: FREE DR ADMIN
 Witness: *L. Q. Jensen*
 Date: 27/5/97



Common Seal Affixed (Resolution date included)

Management Committee Meeting 21/5/97

SIGNED FOR AND ON BEHALF OF EMPLOYEES BY THE NOMINATED EMPLOYEES:

Signature: *Karen Kennedy*
 Name: KAREN KENNEDY
 Occupation: OFFICE MANAGER
 Witness: *Maloney*
 Date: 27.5.97

AND

Signature: *G. Ryan*
 Name: LIAH BRAYSON
 Occupation: COUNSELLOR
 Witness: *Maloney*
 Date: 27-5-97

VPTVRLG.197

Motion: That if a 65% YES vote be obtained on a secret ballot for the Enterprise Agreement, the Management Committee approve the adoption of the Enterprise Agreement and grant permission for the President and another member to sign it under the Common Seal.

MacMahon/Sladden